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AMERICAN NATIONAL INSURANCE COMPANY

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

[illegible]

On November 5, 2010, Defendant American National Insurance Company (“ANICO”) sought leave of Court to file a motion for reconsideration of the Court’s September 29, 2010 Order regarding the parties’ cross-motions for partial summary judgment. (Docket No. 156). Specifically, ANICO sought reconsideration of (1) the Court’s conclusion that the issue of

1 Plaintiff's standing under the UCL was not raised and presented for disposition in the summary  
2 judgment motions, and (2) the Court's denial of summary judgment in ANICO's favor on  
3 Plaintiff's claim that ANICO violated California Insurance Code § 10509.4.

4 On December 3, 2010, the Court issued an Order denying ANICO's motion for leave to  
5 file a motion for reconsideration. (Docket No. 160). As to the question of Plaintiff's failure to  
6 demonstrate standing under the UCL, the Court directed the parties to address standing and  
7 causation in connection with the class certification or other appropriate motions.

8 With respect to Plaintiff's § 10509.4 claim, the Court directed Plaintiff "to file evidence  
9 in support of the remainder of the § 10509.4 claim no later than **January 14, 2011.**" (*Id.* at 3)  
10 (emphasis in original). If, as ANICO contended, Plaintiff was unable to adduce any such  
11 evidence, the Court directed Plaintiff to file a statement to that effect and the Court would grant  
12 summary judgment in favor of ANICO. (*Id.*)

13 On January 14, 2011, Plaintiff failed to provide the Court with any evidence in support  
14 of the remainder of the § 10509.4 claim. Nor did Plaintiff file a statement admitting that she  
15 was unable to adduce any such evidence. Instead, Plaintiff improperly filed a "Supplemental  
16 Citation" and attached a recent state court opinion that is not relevant to the § 10509.4 claim.  
17 (Docket No. 165).

18 Accordingly, the Court GRANTS ANICO's request for entry of summary judgment in  
19 its favor and against Plaintiff on the entirety of Plaintiff's § 10509.4 claim. The Court finds that  
20 (1) ANICO did not violate California Insurance Code § 10509.4 in the sale of Plaintiff's  
21 annuities; and (2) Plaintiff may not predicate her first claim for relief, brought under  
22 California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, on ANICO's  
23 alleged violation of California Insurance Code § 10509.4.

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1 In addition, because Plaintiff's Supplemental Citation is not evidence in support of the  
2 remainder of the § 10509.4 claim, nor a statement that Plaintiff was unable to adduce any such  
3 evidence, the Court GRANTS ANICO's request to strike Plaintiff's Supplemental Citation from  
4 the record.

5 **IT IS SO ORDERED**

6 Dated: 2/2/11



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SUSAN ILLSTON  
United States District Judge